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Attorneys for Defendant Canadian Commercial Corporation

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

ERNESTO and DIANA MIRANDA,

Plaintiffs,

- against -

ABEX CORPORATION, f/k/a American Brake Show Company, et al.,

Defendants.

08 Civ. 4231 (RS)

ANSWER OF DEFENDANT CANADIAN COMMERCIAL CORPORATION

Defendant Canadian Commercial Corporation (hereinafter "CCC"), by its counsel, Holland & Knight LLP, as and for its Answer to the Complaint dated March 21, 2008, states as follows:

1. Answering paragraph 1, which repeats and re-alleges "New York Asbestos Litigation Complaint No. 1", CCC responds as follows: to the extent that the allegations set forth therein are directed to CCC, CCC denies those allegations; to the extent that the allegations set forth therein are directed to persons or entities other than CCC, CCC denies having knowledge or information sufficient to form a belief as to those allegations.

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 2 and 3.

AFFIRMATIVE DEFENSES

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A FIRST, SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

3. The Complaint fails to state a cause of action upon which relief can be granted as against CCC.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A SECOND, SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

4. Insofar as Plaintiffs fail to identify the manufacturer of the product that allegedly caused the damage, loss, or injury complained of, the Complaint fails to state a cause of action upon which relief can be granted as against CCC.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A THIRD, SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

5. The damages and injuries alleged in this lawsuit were not caused or contributed to by any product designed, manufactured, inspected, packaged, labeled, sold, or distributed by CCC.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A FOURTH, SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

6. The Court should not permit this action to proceed in the absence of one or more persons or entities who should be a party to this action.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A FIFTH, SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

7. This action is barred by the statute of limitations and/or the equitable doctrine of laches and/or because Plaintiffs failed to file such claims or causes of action within the time period prescribed by other applicable statutes, rules and orders.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A SIXTH, SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

8. Plaintiffs' claims for any damage, loss, or injury are barred or diminished by, and are subject to, the doctrine of collateral source.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A SEVENTH, SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

9. Plaintiffs' claims in this Complaint are barred in whole or in part by the entire controversy doctrine.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A EIGHTH, SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

10. CCC owed no duty to Plaintiffs.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A NINTH, SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

11. While CCC asserts that it owed no duty to the Plaintiffs, in the event that it is ultimately determined that CCC did owe a duty to the Plaintiffs, CCC acted reasonably and with due care toward Plaintiffs, and CCC did not violate any duty owed to Plaintiffs.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A TENTH, SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

12. Denying any act or omission for which it can be held liable in this action, CCC asserts that Plaintiffs' injuries, if any, were caused in whole or in part by the assumption of risk, negligence, and/or lack of due care on the part of Plaintiffs, without any negligence or culpability on the part of CCC, and CCC seeks a dismissal or reduction in recovery that may be had by plaintiff in the proportion in which the culpable conduct attributable to Plaintiffs bears to the entire measure of responsibility for the occurrence.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A ELEVENTH, SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

13. Any damage, loss, or injury allegedly incurred by Plaintiffs was not caused by any act or omission of CCC but by the independent intervening or superseding acts or omissions of other persons or entitles over whom CCC has never had any control and for whom CCC cannot be held accountable.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A TWELFTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

14. The injuries of Plaintiffs, if any, were caused in whole or in part by the negligence or culpability and lack of due care of third parties, without any negligence on the part of CCC, and CCC seeks dismissal or reduction in recovery that may be had by the Plaintiff in the proportion in which the culpable conduct attributable to the third parties bears to the entire measure of responsibility for the occurrence.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A THIRTEENTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

15. Any damage, loss, or injury allegedly resulting from any product sold or distributed by CCC was proximately caused by substantial or material alteration or modification of the product after the product left the control of CCC.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A FOURTEENTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

16. Any damage, loss, or injury complained of resulted from natural causes over which CCC has never had control and for which CCC is not liable.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A FIFTEENTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

17. Any damage, loss, or injury complained of resulted from an Act of God.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A SIXTEENTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

18. CCC could not and did not foresee the risks of any damage, loss, or injury complained of.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A SEVENTEENTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

19. Any product at issue in this lawsuit that was sold or distributed by CCC was designed, manufactured, inspected, packaged, labeled, sold, and distributed in accordance with the state of the art existing at the time of the design, manufacture, inspection, packaging, labeling, sale, and distribution of such product.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A EIGHTEENTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

20. Any product at issue in this lawsuit that was sold or distributed by CCC was designed, manufactured, inspected, packaged, labeled, sold, and distributed in compliance with all applicable codes, standards, and regulations established, adopted, promulgated, or approved by the United States, the State of New York, the City of New York, or any agency of the United States, the State of New York, or the City of New York.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A NINETEENTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

21. Plaintiffs were, by knowledge, training, or experience, sophisticated in the use of, installation of, and performance of the products in question and knew or should have known of any of the purported risks associated therewith, and as a result, CCC had no duty to warn the Plaintiffs of any such alleged risk.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTIETH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

22. CCC asserts that each employer of Plaintiffs was a sophisticated person or entity knowledgeable of any material risks pertinent to the matters alleged in this lawsuit, and as a result, CCC had no duty to warn of any such risks.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTY-FIRST SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

23. CCC did not breach any express or implied warranty in connection with the alleged sale or distribution of any product at issue in this lawsuit.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTY-SECOND SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

24. With respect to any claim based on an alleged breach of warranty, CCC did not receive timely notice of any such alleged breach.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A TWENTY-THIRD SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

25. CCC has no liability in strict liability in tort to Plaintiffs.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTY-FOURTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

26. Denying any act or omission for which it can be held liable in this action, CCC asserts that any liability of CCC for any alleged damage, loss, or injury complained of should be limited pursuant to CPLR Art. 16.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTY-FIFTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

27. Denying any act or omission for which it can be held liable in this action, CCC asserts that any acts or omissions for which other defendants in this action might be held liable to Plaintiffs were separate and distinct from acts or omissions, if any, for which CCC might be held liable. Neither common law nor any federal or New York State statute can properly cause CCC to be jointly and severally liable for acts or omissions of other defendants, and any claims based on alleged joint and several liability are barred.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A TWENTY-SIXTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

28. Plaintiffs are barred from recovery to the extent that Plaintiffs failed to mitigate their damages.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTY-SEVENTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

29. No theory of absolute liability, enterprise liability, market share liability, concerted action, or any other theory of alternative liability exists or is applicable under the laws of New York State and the facts of this case, and CCC denies liability under any such theory.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTY-EIGHTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

30. Plaintiffs' alleged injuries did not arise out of exposure to any product that CCC may have sold or distributed.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A TWENTY-NINTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

31. The damages allegedly sustained by the Plaintiffs which allegedly arose from any product which CCC may have sold or distributed were caused by the subsequent alteration, modification, faulty repair and/or improper maintenance of the product in question by one or more entities other than CCC, rather than by any

defect in the product's design, manufacture, production, assemblage, installation, testing, labeling, marketing, distribution, sale or inspection.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTIETH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

32. Any product which CCC may have sold or distributed was not defective or dangerous at any time when CCC was in possession, custody or control of the product.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-FIRST SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

33. CCC is not liable for the damages allegedly sustained by the Plaintiffs because the Plaintiffs were not in privity of contract with CCC at any time and any product which CCC may have manufactured was not inherently or unreasonably dangerous as a matter of law or otherwise.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-SECOND SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

34. Plaintiff did not directly or indirectly purchase any asbestos-containing products or materials from CCC nor did he receive or rely upon any representation allegedly made by CCC.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-THIRD SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

35. In the event it should be proven at the time of the trial of this action that all defendants are subject to market share liability, then CCC's share of such liability would be of such a <u>de minimis</u> amount as to make its contribution for damages negligible, and CCC would be entitled to contribution, either in whole or in part, from the other defendants in this action.

FURTHER ANSWERING THE COMPLAINT
AS AND FOR A THIRTY-FOURTH SEPARATE, COMPLETE
AND/OR PARTIAL DEFENSE THERETO CCC
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

36. To the extent that Plaintiffs were exposed to any product containing asbestos which CCC may have sold or distributed, which CCC denies, said exposure was so minimal that it could not be a substantial contributing factor to any asbestos-related disease which Plaintiffs may have developed, and the results of such exposure are therefore: (i) not actionable against CCC either at law or in equity, and (ii) insufficient to establish a reasonable degree of probability that any product CCC may have manufactured or distributed is capable of causing injuries and damages and must be considered speculative as a matter of law.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-FIFTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

37. CCC is entitled to set off any worker's compensation benefits and other collateral sources of recovery received or to be received by the Plaintiffs against any judgment which may be rendered in favor of the Plaintiffs herein.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-SIXTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

38. Upon information and belief, Plaintiffs have released, settled, entered into an accord and satisfaction or otherwise compromised their claims herein, and, accordingly, said claims are barred by operation of law. Alternatively, Plaintiffs have accepted compensation as partial settlement of those claims for which CCC is entitled to a set-off.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-SEVENTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

39. CCC asserts that it intends to rely upon other defenses which may be available or apparent at any time prior to the trial of this action, and CCC reserves the right to amend its answer to plead such defenses.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-EIGHTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

40. This Court lacks jurisdiction over CCC by reason of insufficient service of process and/or insufficient contacts with the State of New York.

FURTHER ANSWERING THE COMPLAINT AS AND FOR A THIRTY-NINTH SEPARATE, COMPLETE AND/OR PARTIAL DEFENSE THERETO CCC ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS:

41. CCC is a Crown corporation of, and wholly owned by, the Government of Canada. Accordingly, the suit against it is governed by the Foreign Sovereign Immunities Act, 28 U.S.C. § 1602, et seq. ("FSIA"). CCC asserts all protections and immunities afforded to it by the FSIA, including, but not limited to, the right to a non-jury trial.

WHEREFORE, Defendant Canadian Commercial Corporation respectfully requests that this Court dismiss Plaintiffs' Complaint, with prejudice, and enter judgment in favor of CCC for the costs of this action and for such other and further relief as to this Court seems just and appropriate under the circumstances.

ANSWER TO ALL CROSSCLAIMS

Defendant Canadian Commercial corporation denies any and all allegations in any crossclaim or other claim for contribution or indemnity that has been or may be asserted against it by any Co-Defendant. CCC reserves its rights to amend this answer to respond to claims of additional entities which may be or have been joined in this action.

AS AND FOR A CROSSCLAIM

If defendant Canadian Commercial Corporation should be found liable to plaintiffs at trial, said liability being expressly denied, any injuries and damages sustained by plaintiff were proximately caused by the negligence, lack of due care, culpable conduct, or breach of warranty of one or more of the co-defendants, or their contractors, agents or employees under their control, and said co-defendants is or are alone liable to plaintiffs, or jointly and/or severally liable to plaintiffs, and/or liable over to Canadian Commercial Corporation for contribution or indemnification.

WHEREFORE, defendant Canadian Commercial Corporation respectfully requests that this Court dismiss, with prejudice, all cross-claims and all other claims for contribution or indemnity which have been or may be asserted against it by Co-Defendants and enter judgment in favor of CCC for the costs of this action, or enter judgment in its favor and against one or more Co-Defendants for contribution or indemnity in the amount of any judgment which may be rendered against it, and for such other and further relief as to this Court seems just and appropriate under the circumstances.

Dated: May 9, 2008

New York, New York

Respectfully submitted,

HOLLAND & KNIGHT LLP

By:

Richard A. Menchini Lindsay H. Tasher 195 Broadway

New York, NY 10007

(212) 513-3200

Attorneys for Defendant

Canadian Commercial Corporation

To: Patrick J. Timmins, Esq.
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UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

ERNESTO and DIANA MIRANDA,

Plaintiff,

- against -

ABEX CORPORATION, f/k/a American Brake Show Company, et al.,

Defendants.

08 Civ. 4231 (RJS)

AFFIRMATION OF SERVICE

State of New York

) SS.:

County of New York)

RICHARD A. MENCHINI, an attorney admitted to practice in this Court and a member of the firm of Holland & Knight LLP, affirms under penalty of perjury:

That on May 9, 2008, I caused to be served a true copy of the attached Answer of Defendant Canadian Commercial Corporation, by mailing the same in a duly enclosed prepaid and sealed wrapper with first-class postage prepaid thereon and addressed to plaintiffs' counsel Patrick J Timmins, Esq., Levy Phillips & Konigsberg LLP, 800 Third Ave. -- 13th Floor, New York, NY 10022, and the defense counsel and defendants on the attached Lists.

RICHARD A. MENCHINI

Dated: May 9, 2008

New York, New York

Miranda Defense Counsel List 115237.00002

(as of 5/6/08)

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<u>DEFENDANTS SERVICE LIST</u> <u>MIRANDA V. ABEX CORPORATION, ET AL.</u>

American Refractories Co.	Atlas Turner, Inc.
1250 Clarion Street Reading, PA 19601	854 Blvd. Oullet West Thetford Mines, Quebec G6G785
Reading, 1 A 19001	Thetfold Willies, Quebec God785
Avocet Enterprises, Inc.	Boeing Integrated Defense Systems
c/o SCN & R Registered Agent, Inc.	2201 Seal Beach Boulevard
8000 Sears Tower	Seal Beach, CA 90740
Chicago, IL 60606	
Bondex, Inc.	CFM International, Inc.
2 Maxwell Drive	1 Neuman Way
Trenton, SC 29847	Cincinnati, OH 45215
Crane Aerospace & Electronics	Crane Pumps & Systems, Inc.
Keltec Operation	420 3 rd Street
84 Hill Avenue NW	Piqua, OH 45356
Fort Walton Beach, FL 32254	
Crane Resistoflex Aerospace	Dana Corporation
2575 W. 5 th Street	P.O. Box 1000
Jacksonville, FL 32254	Toledo, OH 43697
Dresser, Inc.	Eaton Hydraulics, Inc.
15455 Dallas Parkway	111 Eighth Avenue
Addison, TX 75001	New York, NY 10011
Enpro Industries, Inc.	Fay Spoffard & Thorndike of New York, Inc.
c/o CT Corporation Systems	f/k/a Wolff & Munier, Inc.
225 Hillborough Street	111 John Street, Suite 245
Raleigh, NC 27603	New York, NY 10035
GE Aviation Systems LLC	General Dynamics
c/o Corporation System	3190 Fairview Park Drive
111 Eight Avenue	Falls Church, VA 22042
New York, NY 10011	
General Refractories Co.	Goodrich Corporation
225 City Avenue, Suite 114	c/o Corporation Service Company
Bala Cynwyd, PA 19004	80 State Street
	Albany, New York 12207-2543

Graybar Electric Company, Inc.	Grimes Aerospace Company
34 N. Meramec Avenue	550 Route 55
St. Louis, MO 53105	Urban, Ohio 43078
Henkel Corporation	Hercules Chemical Company, Inc.
CT Corporation System	111 South Street
111 Eighth Avenue	Passaic, NJ 07055
New York, NY 10011	
Hewlett Packard Company	Hitco Carbon and Composites, Inc.
P.O. Box 10301	1600W 135 th Street
Palo Alto, CA 94303	Gardena, CA 90249
Lear Seigler Services, Inc.	Leslie Controls, Inc.
3 Corbett Way	12501 Telecom Drive
Eaton, NJ 07724	Tampa, FL 33637
Metropolitan Transportation Authority	Munaco Packing & Rubber Co., Inc.
347 Madison Avenue	325 West 16 th Street
New York, NY 10017	New York, NY 10011
Nasco Air Brakes, Inc.	Northrop Gruman Corporation
13300 Estrella Avenue	c/o CT Corporation System
Gardena, California 90248	111 Eighth Avenue
٦	New York, NY 10011
Old Orchard Corporation	Parker Aerospace
208 SO LaSalle Street, Suite 814	14300 Alton Parkway
Chicago, IL 60604	Irvine, CA 92618
Parker Hannafin Corporation	Pratt & Whitney
6035 Park Boulevard	400 Main Street
Cleveland, OH 44124	East Hartford, CT 06108
Railroad Friction Products Corp.	Railroad Friction Products Corp.
1001 Air Brake Avenue	c/o The Trust Corporation Company
Wilmerding, PA 15148	Corporation Trust Center
	1209 Orange Street
	Wilmington, DE 19801
Rheaco, Inc.	Rolls Royce Corporation
1801 West Jefferson Street	c/o CT Corporation Service Company
Grand Prairie, TX 75051	80 State Street
	Albany, NY 12207

The Fairchild Corporation 1750 Tysons Boulevard, Suite 1400 McLean, VA 11102	Triad International Maintenance Corp. 523 Radar Road Greensboro, NC 27410
Unisys Corporation Unisys Way Blue Bell, PA 19424	United Technologies Corporation United Technologies Building Hartford, CT 06101
Wayne Wire Cloth Products, Inc. 200 E. Dresden Street NW Kalkraska, MI 49646	Westinghouse Air Brake Co. c/o CT Corporation Service Company 80 State Street Albany, NY 12207-2543

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